

STATE WATER CONTROL BOARD ENFORCEMENT ACTION
SPECIAL ORDER BY CONSENT
ISSUED TO
CECIL'S SERVICE & EQUIPMENT, INC.
FOR THE
CECIL'S SERVICE & EQUIPMENT SEWAGE TREATMENT PLANT
(VA0029092)

SECTION A: Purpose

This is a Consent Special Order issued under the authority of Va. Code ' ' 62.1-44.15(8a and 8d) and 10.1-1185 between the State Water Control Board and Cecil's Service & Equipment, Inc. regarding Cecil's Service & Equipment Sewage Treatment Plant for the purpose of resolving certain violations of the State Water Control Law and Regulations.

SECTION B: Definitions:

Unless the context clearly indicates otherwise, the following words and terms have the meaning assigned to them below:

1. "Va. Code" means the Code of Virginia (1950), as amended.
2. "Board" means the State Water Control Board, a permanent citizens' board of the Commonwealth of Virginia and described in Va. Code ' ' 62.1-44.7 and 10.1-1184.
3. "Department" or "DEQ" means the Department of Environmental Quality, an agency of the Commonwealth of Virginia as described in ' 10.1-1183.
4. "Director" means the Director of the Department of Environmental Quality.

5. "Order" means this document, also known as a Consent Special Order.
6. "NVRO" means the Northern Virginia Regional Office of DEQ, located in Woodbridge, Virginia.
7. "BOD" means Biochemical Oxygen Demand.
8. "TSS" means Total Suspended Solids.
9. "Cecil's" means Cecil's Service & Equipment, Inc.
10. "VPDES Permit" means Virginia Pollutant Discharge Elimination System (VPDES) Permit No. VA0029092.
11. "FCSA" means Fauquier County Water and Sanitation Authority.
12. "STP" means the Cecil's sewage treatment plant.
13. "DMR" means Discharge Monitoring Report.

SECTION C: Finding of Facts and Conclusions of Law

1. Cecil's Service & Equipment, Inc. owns and operates Cecil's sewage treatment plant (STP) which is located in the New Baltimore area of Fauquier County, Virginia. The STP serves a convenience store/service station, retail auto sales center and a dry cleaning facility.
2. The Board has evidence to indicate that Cecil's has violated VPDES Permit Regulation 9 VAC 25-31-50.A as follows: by exceeding Permit effluent limits for BOD in August 2002, for ammonia in November and December 2002, for BOD and TSS in January 2003, and ammonia in February 2003. DEQ issued four Warning Letters (WLs) and a Notice of Violation (NOV) for the alleged violations as follows: WL No. W2002-10-N-1002 issued October 7, 2002; WL No. W2003-01-N-1013 issued January 7, 2003; WL No. W2003-02-N-1002 issued February 4, 2003; WL No. W2003-03-N-1005 issued March 7, 2003; and NOV No. W2003-04-N-0004 issued April 7, 2003.
3. A review of Agency files indicated that Cecil's consultant believes that equipment malfunctions contributed to the 2002 violations. The malfunctions were addressed promptly to minimize any potential non-compliance. In addition, the consultant indicated that higher flow due to rainfall and cold temperatures during the months of January and

February 2003 contributed to the BOD, TSS, and ammonia Permit effluent violations.

4. FCSA is in the process of extending sewer lines to the New Baltimore area. Cecil's has posted a \$78,000.00 bond to facilitate connection to the FCSA system when it becomes available. FCSA estimates that the sewer service should become available in the second half of 2004.
5. Cecil's plans to upgrade its existing sewage treatment system in phases to ensure continued compliance with effluent limitations especially during cold weather while awaiting connection to the FCSA public sewer service. In June 2003, as part of maintaining permit compliance, Cecil's replaced the top twelve inches of sand in the system's sand filters.
6. Appendix A requires Cecil's to upgrade the STP in order to ensure compliance with effluent limits until connecting the STP to the FCSA public sewer service and eliminating the STP's discharge. Appendix B provides interim seasonal limits for ammonia, BOD, and TSS.

SECTION D: Agreement and Order

Accordingly the State Water Control Board, by virtue of the authority granted it in Va. Code ' 62.1-44.15(8a and 8d), orders Cecil's and Cecil's voluntarily agrees, to pay a civil charge of \$1,008.00 within 30 days of the effective date of the Order in settlement of the violations cited in this Order. Payment shall be made by check payable to the "Treasurer of Virginia", delivered to:

Receipts Control
Department of Environmental Quality
Post Office Box 10150
Richmond, Virginia 23240

Either on a transmittal letter or as a notation on the check, Cecil's shall indicate that this payment is submitted pursuant to this Order and shall include the Federal Identification Number for Cecil's.

SECTION E: Administrative Provisions

1. The Board may modify, rewrite, or amend the Order with the consent of Cecil's, for good cause shown by Cecil's, or on its own motion after notice and opportunity to be heard.
2. This Order only addresses and resolves those violations specifically identified herein, including those matters addressed in the WLs issued on October 7, 2002 and January 7, February 4, and March 7, 2003, and NOV issued on April 7, 2003, as listed above in Section C2. This Order shall not preclude the Board or the Director from taking any action

authorized by law, including but not limited to: (1) taking any action authorized by law regarding any additional, subsequent, or subsequently discovered

violations; (2) seeking subsequent remediation of the facility as may be authorized by law; or (3) taking subsequent action to enforce the Order. This Order shall not preclude appropriate enforcement actions by other federal, state, or local regulatory authorities for matters not addressed herein.

3. For purposes of this Order and subsequent actions with respect to this Order, Cecil's admits the jurisdictional allegations, factual findings, and conclusions of law contained herein.
4. Cecil's consents to venue in the Circuit Court of the City of Richmond for any civil action taken to enforce the terms of this Order.
5. Cecil's declares it has received fair and due process under the Administrative Process Act, Va. Code ' ' 2.2-4000 *et seq.*, and the State Water Control Law, and it waives the right to any hearing or other administrative proceeding authorized or required by law or regulation, and to any judicial review of any issue of fact or law contained herein. Nothing herein shall be construed as a waiver of the right to any administrative proceeding for, or to judicial review of, any action taken by the Board to enforce this Order.
6. Failure by Cecil's to comply with any of the terms of this Order shall constitute a violation of an order of the Board. Nothing herein shall waive the initiation of appropriate enforcement actions or the issuance of additional orders as appropriate by the Board or the Director as a result of such violations. Nothing herein shall affect appropriate enforcement actions by any other federal, state, or local regulatory authority.
7. If any provision of this Order is found to be unenforceable for any reason, the remainder of the Order shall remain in full force and effect.
8. Cecil's shall be responsible for failure to comply with any of the terms and conditions by this Order unless compliance is made impossible by earthquake, flood, other acts of God, war, strike, or such other occurrence. Cecil's shall show that such circumstances were beyond its control and not due to a lack of good faith or diligence on its part. Cecil's shall notify the DEQ Regional Director in writing when circumstances are anticipated to occur, are occurring, or have occurred that may delay compliance or cause noncompliance with any requirement of the Order.

Such notice shall set forth:

- a. the reasons for the delay or noncompliance;

- b. the projected duration of any such delay or noncompliance;
- c. the measures taken and to be taken to prevent or minimize such delay or noncompliance; and
- d. the timetable by which such measures will be implemented and the date full compliance will be achieved.

Failure to so notify the Regional Director within 24 hours of learning of any condition above, which Cecil's intends to assert will result in the impossibility of compliance, shall constitute a waiver of any claim to inability to comply with a requirement of this Order.

- 9. This Order is binding on the parties hereto, their successors in interest, designees and assigns, jointly and severally.
- 10. This Order shall become effective upon execution by both the Director or his designee and Cecil's. Notwithstanding the foregoing, Cecil's agrees to be bound by any compliance date, which precedes the effective date of this Order.
- 11. This Order shall continue in effect until the Director or Board terminates the Order in his or its sole discretion upon 30 days written notice to Cecil's. Termination of this Order, or any obligation imposed in this Order, shall not operate to relieve Cecil's from its obligation to comply with any statute, regulation, permit condition, other order, certificate, certification, standard, or requirement otherwise applicable.
- 12. By its signature below, Cecil's Service & Equipment, Inc. voluntarily agrees to the issuance of this Order.

And it is so ORDERED this day of _____, 2003.

Robert G. Burnley, Director
Department of Environmental Quality

Cecil's Service & Equipment, Inc. voluntarily agrees to the issuance of this Order.

By: _____

Date: _____

Commonwealth of Virginia
City/County of _____

The foregoing document was signed and acknowledged before me this ____ day of

_____, 2003, by _____, who is
(name)

_____ of Cecil's Service & Equipment, Inc., on behalf of said corporation.
(title)

Notary Public

My commission expires: _____.

APPENDIX A

SCHEDULE OF COMPLIANCE

Cecil's shall:

1. By September 30, 2003, as part of Phase I, complete the STP upgrade by installing a dedicated pump to allow recirculation of the secondary effluent according to the plan and schedule submitted by the consultant to DEQ on July 11, 2003;
2. By October 31, 2003, submit to DEQ for review and approval, construction plans for an insulated sand filter structure should a Phase II of the upgrade become necessary. Should DEQ determine from the STP's discharge monitoring reports submitted for the months of October through December of 2003 that the STP is exceeding its permit effluent limits, upon notification of said violations, Cecil's shall install the approved insulated structure over the STP's sand filters by January 31, 2004;
3. Within 180 days following notification by FCSA of the availability of sewer service to the New Baltimore property, but no later than June 30, 2005, Cecil's shall connect the STP to the public sewer system and eliminate all discharges from the STP. Cecil's shall notify the DEQ in writing of the connection of the STP to the FCSA sewer line within two weeks after the connection is complete;
4. Within 90 days of connecting to the public sewer service, submit a STP closure plan to DEQ and VDH for review and approval;
5. Complete closure of the STP within 90 days of approval of the closure plan;
6. Within 30 days of closure, submit a closure report to DEQ;
7. If for any reason FCSA is unable to provide sewer service to Cecil's by December 30, 2004, Cecil's shall: (1) notify DEQ in writing within two weeks of notification by FCSA of said eventuality and (2) within 90 days of notification by FCSA, Cecil's shall submit to DEQ for review and approval, a plan and schedule to upgrade or replace the STP. Upon approval by DEQ, this plan and schedule shall become a part of and enforceable under the terms of this Order. Submission and completion of the plan and schedule, in a timely fashion, shall then substitute as compliance with the June 30, 2005 deadline referenced in paragraph 3 above; and
8. Continue to operate the STP in a workman-like manner striving to produce the best quality effluent, of which the STP is capable, while upgrades are under way. Immediately begin submitting monthly project status reports at the time that required DMRs are submitted, until all items of the schedule of compliance are complete.

APPENDIX B

INTERIM EFFLUENT LIMITATIONS AND MONITORING REQUIREMENTS

CECIL'S SERVICE & EQUIPMENT STP

During the period beginning with the effective date of this Order and lasting until June 30, 2005 or completion of the upgrade/replacement of the STP in accordance with the schedule anticipated by paragraph seven (7) of Appendix A, if despite Cecil's timely completion of Phase I or Phase II in accordance with approved plans and specifications, consistent compliance with final effluent limitations for BOD, TSS and ammonia are not achieved, Cecil's Service & Equipment, Inc. shall monitor and limit the discharge from the STP in accordance with the VPDES Permit No. VA0029092, except as specified below. These interim seasonal limits shall retroactively apply, if applicable, as of the first day of the month in which this Order becomes effective. These requirements shall be construed in light of the Board's Permit Regulation.

PARAMETER	DISCHARGE LIMITATIONS						MONITORING REQUIREMENTS	
	<u>Monthly Average</u>		<u>Weekly Average</u>		<u>Minimum</u>	<u>Maximum</u>	<u>Frequency</u>	<u>Sample Type</u>
Ammonia (Nov.-March)	9 mg/L	NA	NL	NL	NA	NA	1/M	GRAB
BOD (Nov.-March)	15 mg/L	0.28 KG/D	NL	NL	NA	NA	1/M	GRAB
TSS (Nov.-March)	15 mg/L	0.28 KG/D	NL	NL	NA	NA	1/M	GRAB

NA	Not Applicable	1/M= Once a Month
GRAB	An individual sample collected in less than fifteen (15) minutes. The Design flow of this facility is 0.005 MGD.	
NL	No Limit	